



When you enter into a discussion with a real estate agent regarding a real estate transaction, you should from the outset understand what type of agency relationship or representation you wish to have with the agent in the transaction.

**SELLER'S AGENT**

A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or a subagent of that agent has the following affirmative obligations:

To the Seller:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**BUYER'S AGENT**

A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations:

To the Buyer:

A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer.

To the Buyer and the Seller:

- (a) Diligent exercise of reasonable skill and care in performance of the agent's duties.
- (b) A duty of honest and fair dealing and good faith.
- (c) A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the parties.

An agent is not obligated to reveal to either party any confidential information obtained from the other party that does not involve the affirmative duties set forth above.

**AGENT REPRESENTING BOTH SELLER AND BUYER**

A real estate agent, either acting directly or through one or more associate licensees, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer.

In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer:

- (a) A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either the Seller or the Buyer.
- (b) Other duties to the Seller and the Buyer as stated above in their respective sections.

In representing both Seller and Buyer, the agent may not, without the express permission of the respective party, disclose to the other party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered.

The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect his or her own interests. You should carefully read all agreements to assure that they adequately express your understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

Throughout your real property transaction you may receive more than one disclosure form, depending upon the number of agents assisting in the transaction. The law requires each agent with whom you have more than a casual relationship to present you with this disclosure form. You should read its contents each time it is presented to you, considering the relationship between you and the real estate agent in your specific transaction.

This disclosure form includes the provisions of Sections 2079.13 to 2079.24, including Civil Code set forth on the reverse hereof. Read it carefully.

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS DISCLOSURE.

BUYER/SELLER:  Date \_\_\_\_\_ Time \_\_\_\_\_ AM/PM

BUYER/SELLER: \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_ AM/PM

AGENT: Fred Rodgers / Timber Ridge By Fred Rodgers Date \_\_\_\_\_  
(Please Print) (Associate Licensee or Broker Signature)

**THIS FORM SHALL BE PROVIDED AND ACKNOWLEDGED AS FOLLOWS (Civil Code §2079.14):**

- When the listing brokerage company also represents the Buyer, the Listing Agent shall give one AD-11 form to the Seller and one to the Buyer.
- When Buyer and Seller are represented by different brokerage companies, then the Listing Agent shall give one AD-11 form to the Seller and the Buyer's Agent shall give one AD-11 form to the Buyer and one AD-11 form to the Seller.

**SEE REVERSE SIDE FOR FURTHER INFORMATION**

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REAL ESTATE BUSINESS SERVICES, INC.  
a subsidiary of the CALIFORNIA ASSOCIATION OF REALTORS®  
525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by

Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



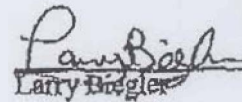
AD-11 REVISED 10/01 (PAGE 1 OF 1) Print Date BDC Feb 03

MASTER COPY

23. Finally, I never had any intention of entering into any joint venture with plaintiff - that claim is simply absurd.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 2nd day of October, 2007,

  
Larry Diegler

K9

- 5 -

212 521 5450 >> FAX

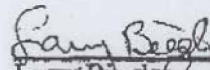
  
12/41

Weiss lives in California. The only meeting I had with anyone from plaintiff occurred in California, and all meeting I have had with Jeff Downey took place in California.

15. Finally, I never had any intention of entering into any joint venture with plaintiff -- that claim is simply absurd.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 12th day of October, 2007,

  
Larry Biegler



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Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

B

K11a Lang Beegh

K11b Lang Beegh

K11c Lang Beegh

K11d Lang Beegh

K11e Lang Beegh

Lang Beegh

Lang Beegh

Lang Beegh

Lang Beegh

Lang Beegh

K11f

K11g

K11h

K11i

K11j



Larry Biegler, but may be subject to his approval.

Q1

Lary Biegler

K1

LARRY BIEGLER

STATE OF *California*  
THE ABOVE DESCRIBED PROPERTY.

Dated: 10/04/2006

K2

LARRY BIEGLER

K3

Larry Biegler

K4

K5

LESSEES

ENLARGEMENT: 150%





**JULIA BEVACQUA**

◆ **CERTIFIED FORENSIC DOCUMENT EXAMINER** ◆  
◆ **COURT QUALIFIED** ◆ **EXPERT WITNESS** ◆

**P. O. BOX 521086**  
**FLUSHING, NEW YORK 11352-1086**  
**TEL: 718.358.6359**  
**FAX: 718.359.0103**  
**E-MAIL: JuliaBevacqua@aol.com**

**FEDERAL TAX ID NO: 51-0459495**

**CLIENT:** Peter S. Gordon  
Attorney at Law  
Gordon & Gordon, P.C.  
108-18 Queens Boulevard  
Forest Hills, New York 11375

**RE:** Jewelry 47, Inc., Plaintiffs,  
-against-  
Larry Biegler, Dione Tillman  
and Elohim Financial, Inc., Def.

**VENUE:** United States District Court  
Southern District of New York  
**NDEX NO:** 07CIV8272(PAC)

**DATE:** October 30, 2007

**ACKNOWLEDGMENT OF SERVICES**

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**S T A T E M E N T**

**"COMPENSATION DETAILS"**

**TOTAL FEE RECEIVED TO DATE** . . . . . **\$3,200\***

\* **Note:** Refer to page two of two, "Schedule of Services and Fees",  
attached hereto, for projected general fee estimates.

*B*  
10/30/07.

**PROFESSIONAL SERVICES TO DATE**

- ① October 3rd consultation with Peter S. Gordon, Esq., at the Law Offices of Gordon & Gordon, P.C. (1 hour)
- ② October 23rd consultation with Peter S. Gordon, Esq., at the Law Offices of Gordon & Gordon, P.C. (1 hour)
- ③ Forensic examination and comparison according to forensic document examination procedures and traditional forensic macro photographic techniques, of the "Larry Biegler" questioned signature specimen with twenty-one (21) exemplars, which were submitted to me from Peter S. Gordon, Esq., as the known signature specimens of Larry Biegler, to determine the authenticity of the questioned signature specimen hereinabove. (25 hours)
- ④ The Affidavit (with Exhibits A, B, C, D, and E) and two complete copies of same for the research findings hereinabove. (12 hours)
- ⑤ Telephone consultations with Peter S. Gordon. (2 hours)
- ⑥ Facsimiles, e-mails, and regular correspondence. (2 hours)
- ⑦ General keyboarding and photocopying administrative work. (6 hours)
- ⑧ Miscellaneous: use of office and photographic equipment, and materials costs for same.

**JULIA BEVACQUA**

◆ CERTIFIED FORENSIC DOCUMENT EXAMINER ◆

◆ COURT QUALIFIED ◆ EXPERT WITNESS ◆

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**ACKNOWLEDGMENT OF SERVICES**

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**SCHEDULE OF SERVICES AND FEES**

THESE FEE QUOTES ARE BASED ON A MINIMUM TEN-BUSINESS DAY TURN-AROUND TIME.

Submitted in person to: Peter S. Gordon, Esq. on October 3 and 23, 2007. *B. 10/30/07.*

**PLEASE NOTE:** INITIALLY THE FORENSIC DOCUMENT EXAMINATION SERVICES OF JULIA BEVACQUA MAY BE RETAINED UPON RECEIPT OF THE "BASE" FLAT FEE FOR THE SPECIFIC SERVICES TO BE RENDERED AS WAS OUTLINED ON THE STATEMENT; HOWEVER, THE CASE FILE WOULD BE CONSIDERED AN "ACTIVE" CASE FILE AND READILY ACCESSIBLE FOR ANY FOLLOW-UP CORRESPONDENCE, TELEPHONE CALLS, FACSIMILES, AND E-MAILS THEREAFTER ONLY IF A **NONREFUNDABLE MINIMUM RETAINER FEE** HAD BEEN PAID; OTHERWISE, WITH NO "MONEY ON ACCOUNT", AT THAT JUNCTURE THIS CASE FILE WOULD BE CONSIDERED AN "INACTIVE" CASE FILE AND EVENTUALLY CLOSED IN JULIA BEVACQUA'S CASE OFFICE FILES.

→ **FEES QUOTED ON October 3, 2007****REPORT****\$1,000**

**REPORT - STYLE FORMAT WHICH INCLUDES THE RESEARCH FINDINGS FROM THE FORENSIC DOCUMENT EXAMINATION PROCEDURES.**

**AFFIDAVIT****\$1,200**

**AFFIDAVIT - STYLE FORMAT AND ALL THAT IS INCLUDED IN THE REPORT HEREINABOVE.**

**PRE-TESTIMONY REVIEW****\$ 400**

**ONE HOUR PRE-TRIAL REVIEW AND CONSULTATION WITH THE COURT EXHIBITS.**

**EXHIBITS → FORENSIC PHOTOGRAPHY**→ **INCLUDED WITH COURT APPEARANCE DATE FEE BELOW**

**SHOWS THE GRAPHICS OF THE RESEARCH FINDINGS OFFERING THE "VISUAL" FORENSIC RESEARCH FINDINGS WITH TRADITIONAL FORENSIC MACRO PHOTOGRAPHY.**

**COURT APPEARANCE DATE****\$1,500**  
Southern District

**RESERVED DATE TO BE AVAILABLE FOR TESTIMONY. FEE IS DETERMINED BY COURT JURISDICTION, VENUE, & PREPARATION TIME REQUIRED FOR EXHIBITS AND TRIAL. ONLY WRITTEN CONFIRMATION UPON RECEIPT OF 50% OF THE RETAINER FEE WILL RESERVE "DATE." DUE TO THE INTENSITY OF PREPARATION, AS WELL AS THE SCHEDULING OF TIME INVOLVED, 50% OF THE "COURT APPEARANCE DATE" FEE IS NONREFUNDABLE. BALANCE OF "DATE" FEE IS TO BE PAID TEN BUSINESS DAYS PRIOR TO THE "COURT APPEARANCE DATE". IF "DATE" IS RESCHEDULED (AN ADJOURNMENT), GIVEN 48 HOURS NOTICE, 50% OF "DATE" FEE WILL BE APPLIED TO ONE NEW "DATE", WITH THE BALANCE DUE WITHIN FIVE BUSINESS DAYS OF NOTICE OF NEW DATE, BUT IT WOULD NOT BE REFUNDABLE EITHER IF CASE WAS SETTLED OR IF THE CLIENT SHOULD CHANGE COUNSEL FOR ANY REASONS.**

**CONSULTANT**hourly rate **\$ 100****\* \* \* THE ABOVE "QUOTED" FEES ARE SUBJECT TO CHANGE. \* \* \***



